

DEKKO Product Terms and Conditions

Concrete Cladding – Interior/Exterior

These Terms and Conditions apply to all sales and deliveries of Products (defined below) by, or on behalf of, HPC Fire Canada ULC, an Alberta unlimited liability company dba Dekko, located in Kingsville, Ontario, Canada ("Dekko"), to you, the customer purchasing the Products ("you" or "customer").

These Terms and Conditions are hereby incorporated by reference into any quotation, invoice, or any other sales document issued by Dekko for the sales and deliveries of Products by, or on behalf of, Dekko. Any additional or different terms or conditions proposed by you are objected to and are hereby rejected. You hereby assent to and shall be bound by each and every term and condition set forth herein, notwithstanding and irrespective of any terms and conditions in your purchase order or other purchase documents (whenever issued) which may be different than or inconsistent with those stated herein. These Terms and Conditions contain the entire understanding governing the business relations that exist between you and Dekko with respect to the Products sold and, except as expressly provided herein, these Terms and Conditions may not be modified or altered except in a writing duly executed by each of the parties.

Products

Dekko cladding panels are ultralight, concrete panels designed for interior and exterior decorative commercial, retail, hospitality, institutional, and residential applications (the "Products"). The Products are not designed for structural applications. These Terms and Conditions (the "Terms and Conditions") pertain exclusively to the Product.

The customer must independently verify that your choice and proposed use of the Products are suitable for your purpose. Dekko shall have no liability to you as to the suitability of the Product for any particular purpose and you must rely on your own skill and judgment in purchasing the Products. We encourage you to consult the detailed specifications and installation guides available on our website (www.dekko.ca) to ensure proper selection, integration, and installation of any of our Products.

Installation Exclusion

Dekko does not provide installation services and assumes no liability for installation-related issues, including but not limited to improper handling or mounting, non-compliance with local building codes, or installer negligence or damage.

Prices

Quoted prices (product + freight/shipping) are firm for thirty (30) days. Orders received after the protected date of quoted price or price revisions will be accepted at the price in effect at the time the order is received by Dekko. Quoted prices are per the denomination (either USD or CAD) noted on the quotation. Prices for the Products are

subject to change without notice due to items and occurrences out of Dekko's control, such as raw material shortage, tariffs, etc.

Acceptance

All orders are subject to acceptance by Dekko and are not binding on Dekko unless and until so accepted. Acceptance of an order constitutes a complete and binding contract which shall include these Terms and Conditions. These Terms and Conditions are governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada.

Delays

Shipment and delivery dates are estimated dates only. DEKKO SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM LATE DELIVERIES. Dekko shall not be liable for any expenses, loss, or damage resulting from delay or prevention of performance caused by fires, floods, Acts of God, pandemics or infectious disease outbreaks, strikes, labor disputes, labor shortages, inability to secure materials or equipment or manufacturing facilities, riots, thefts, accidents, transportation delays, acts or failure to act of governmental authority or of customer, major equipment breakdown, fuel shortages, or any other cause whatsoever whether similar or dissimilar to those noted, any governmental regulation or response to any of the foregoing, or any other cause beyond the reasonable control of Dekko.

Freight/Shipping

All orders will be shipped freight allowed. At your request, the freight carrier will be notified to call before delivery, for specific delivery instructions, or other requests relating to delivery timing or instructions. Accessorial charges levied by the freight carrier will be added to the invoice. Dekko does not allow customer arranged carrier. You agree to pay for any charges related to freight added in accordance with these Terms and Conditions.

Payment Terms

Invoices are due and payable to Dekko as follows: a deposit of 50% of the purchase price for the order of Products is due at time of order and the balance is due prior to shipment, unless otherwise agreed in writing by an authorized representative of Dekko. Any order that is ready to ship will include a one (1) week grace period while waiting for final payment after which a \$150 USD/CAD (as applicable) per skid/crate per week charge will be assessed until final payment is received. If you pay by credit card, Dekko charges a convenience fee of 3% for AMEX and 2.5% for all other credit cards regardless of project dollar amount. The full purchase price shall be paid before shipment is made by Dekko and Dekko shall have no obligation to ship any Product prior to receiving payment in full of the purchase price in accordance with these Terms and Conditions.

Cancellation

Orders may not be cancelled after the deposit is received by Dekko. Deposit monies are used to purchase major raw materials ordered at time of deposit receipt.

Taxes

All applicable taxes are for the account of the customer. Dekko is required to charge sales and certain other taxes on all purchases by Canadian customers. Dekko does not charge tax to US customers. If you are a current or potential customer with a tax exemption, you must send that tax exemption to Dekko and Dekko must receive or have on file a copy of your sales tax exemption form prior to accepting the order from you. You will be liable for any taxes that are not properly paid by you, and Dekko expressly disclaims any liability for any such taxes.

Limited Warranty

Products are subject to the Dekko Limited Warranty -- Concrete Cladding – Interior/Exterior which can be found at [<https://www.dekko.ca/warranty-cladding/>] (the “Limited Warranty”). The terms of the Limited Warranty are hereby incorporated into and made a part of these Terms and Conditions.

Inspection and Claims

- You are responsible for inspecting all Products at the time of delivery while the delivery agent is present.
- All carton surfaces and interior contents must be inspected for signs of damage.
- If a carton is crushed or has any punctures, tears, indentations, or creases please write, “Damaged Carton” on the bill of lading when signing, even if interior contents are not damaged.
- Shipping pallets, shrink wrap, and tie downs should be in good condition and intact. If any of these items are not in good condition, it should be written on the bill of lading before signing.
- Once you have opened and inspected all Products for damage and noted all damages on the bill of lading, contact Dekko by phone at 855.422.0077 or via email at customercare@dekko.ca to report the damage.
- If you are not satisfied with the shipment because of Product damage, please refuse the entire shipment and document the refusal on the bill of lading.
- Dekko will ask you to submit photos of the damaged shipment, so please take photos of entire shipment and the damaged items. These steps will aid Dekko with the claims process with the carrier.
- Do not discard the damaged items or Products without speaking with an authorized representative of Dekko first.
- Commercial or business shipments must notify Dekko of any delivery requirements (after hours, etc.) at the time of ordering.
- Additional fees may apply for the following: tailgate, before / afterhours delivery requirements, pump jack, storage fees.

- See additional information and requirements for reporting warranty claims in the Limited Warranty.

Returns

As the Products are made to order and not stocked, returns are not allowed or accepted.

Waiver of Consequential Damages

IN NO EVENT SHALL DEKKO BE LIABLE FOR CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE PRODUCTS, ANY DEFECT OR NON-CONFORMITY OF THE PRODUCTS, OR DEKKO'S PERFORMANCE UNDER THESE TERMS AND CONDITIONS OR THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY DAMAGES THAT RESULT IN ANY WAY FROM CUSTOMER'S OR ANY OTHER PERSONS' RELIANCE OR USE OF THE PRODUCTS, EVEN IF DEKKO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability

Dekko's liability on any claim of any kind, including negligence or strict liability, for any loss or damage arising out of or relating to your purchase of the Products, these Terms and Conditions, and/or the Limited Warranty shall in no case exceed, in the aggregate, the purchase price of the Product giving rise to your claim.

Miscellaneous

If any of the provisions of these Terms and Conditions should be declared void or unenforceable by the final judgment of a court of competent jurisdiction, such court is authorized and directed to enforce such provision to the maximum extent enforceable and the remaining provisions shall continue in full force and effect to the extent that such provisions may reasonably be given independent effect. The failure of a party to enforce any of its rights or to object to action taken by the other party shall not constitute the waiver of any rights hereunder. Any waiver by a party hereunder must be in writing signed by the waiving party. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach. Headings herein are included for convenience of reference only and shall not be considered in connection with the construction or interpretation of any of the provisions of these Terms and Conditions. You agree to reimburse any sums expended by Dekko in collection of payment for any amount due to Dekko from the sale of the Products, including but not limited to, attorneys' fees, collection fees and any other expenses.